CONTRACT DOCUMENTS

AND

SPECIFICATIONS

REQUEST FOR PROPOSALS (“RFP”)

LEAKESVILLE, MISSISSIPPI

CONTRACT WASTE HAULER SERVICES

FOR COLLECTION AND DISPOSAL OF RESIDENTIAL

SOLID WASTE

February 21, 2017

**ADVERTISEMENT**

**REQUEST FOR PROPOSALS (“RFP”)**

**GREENE COUNTY, MISSISSIPPI**

**CONTRACT WASTE HAULER SERVICES FOR COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE**

The Board of Supervisors of Greene County, MS (the “County”) is soliciting sealed written proposals, pursuant to *MISS CODE ANN* 31-7-13(r) to furnish all labor, materials, work and services (cumulatively, the “Contract Waste Hauler Services” Or the “Services”) for the collection and disposal of Residential Waste, within the current limits of the County or, as described in the specifications (the “Specifications”).

 Sealed proposals will be received by the Purchase Clerk of Leakesville, Mississippi, until Monday, September 21 at 9:00 a.m., in the office of the Board of Supervisors, for Contract Waste Hauler Services as specified in the contract documents.

 Specifications, proposal forms are on file and open to public inspection in the office of the Purchase Clerk, for Greene County, MS at 401 Greene Avenue, Leakesville, Mississippi 39451.

 Proposals shall be typewritten or printed in ink and only on the forms provided. Proposals must be submitted in a sealed envelope. The person signing the proposal shall initial all corrections or erasures. Each entity or person submitting a proposal pursuant to the RFP shall be referred to as a “Proposer” or “Respondent”. A proposal may not be modified, withdrawn or cancelled by the Proposer for a period of one hundred twenty (120) days following the date and time designated for receipt of proposals.

 It is understood that the County reserves the right to reject any and all proposals, and to waive informalities in proposals, and to select a proposal or proposals that, in the opinion of the County shall be the most qualified proposal, on a basis of price, financial responsibility, technology, legal responsibilities, and other relevant factors. The County reserves the right to award an overall contract based upon all proposals submitted. In accordance with the Act, after selection of the most qualified proposal or proposals, the County may negotiate and enter contracts such contracts may not be necessarily be limited to the terms of the proposals submitted. If the County deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated.

 All information submitted in response to this Request for Proposals will be considered public information after all proposals are opened.

 No telephonic, telegraphic, or facsimilia proposals will be accepted. Proposals received after the date and time listed for receipt will be returned unopened to the Proposer. Proposals must be clearly identified as such on the front of the sealed envelope in which the proposal is submitted, and the words “Proposal for Contract Waste Hauler Services” should be clearly written on the front of the envelope. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after 9:00 am on September 21, 2020 will not be opened or considered.

 Should any Proposer find discrepancies, or omissions from, the Specifications or in any other proposed contract documents, or should the Proposer be in doubt as to their meaning, he should at once notify and obtain an interpretation or clarification from the Purchase Clerk. Every request for an interpretation and/or clarification, whether relating to Specifications or requirements, shall be made in writing and addressed to the Purchase Clerk. Written questions may be submitted by email. The Deadline for asking interpretations, clarifications or questions shall be Thursday, September 17 at noon. All responses to such will be given to the Proposers in writing no later than Friday, September 18 by close of business. Any interpretation or clarification given in accordance with such request and pursuant to this provision shall be made only by the Purchase Clerk, with the advice of the County Attorney, and shall be in writing, with copies forwarded to all parties requesting bid specifications. No oral interpretation, instruction, or information given by any employee or agent of the County shall be binding. The County reserves the right to officially modify or cancel this RFP after issuance. Such modifications shall be made only by written addendum furnished by the County Clerk, an acknowledgement of which must be submitted by the Respondent’s proposal. The Purchase Clerk may be contacted as follows:

 Lavon Pringle

 401 Greene Ave

 Leakesville, MS 39451

 Ph: 601-394-2394

 Email: pringle@greenecountyms.gov

Before submitting any proposal, the Proposer should (a) inspect the area of the proposed work within the jurisdiction of the County for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided. The estimated quantities listed herein are solely for the purposes of comparison and evaluation of proposals.

 A Proposal/Bid Security in the form of certified or cashier’s check or bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County, in the sum of $25,000.00 shall be required to be submitted with the proposal. The bonds required must be accompanied by a certificate of surety certifying that the Agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

 Respondents should submit one original and two copies of their proposal. The original must be clearly marked and must contain the original signatures on all proposal forms. All proposal forms must be submitted in a sealed envelope addressed in conformance with the requirements previously described herein:

 Greene County Board of Supervisors

 ATTN: Purchase Clerk

 401 Greene Ave

 Leakesville, MS 39451

This, the 8th day of September, 2020.

GREENE COUNTY, MISSISSIPPI

BY: Elton Clark, President

Board of Supervisors

Publish: September 10

 September 17

GREENE COUNTY, MISSISSIPPI

REQUEST FOR PROPOSALS (“RFP”)

CONTRACT WASTE HAULER SERVICES

FOR COLLECTION AND DISPOSAL OF RESIDENTIAL

SOLID WASTE

###### INSTRUCTIONS TO PROPOSERS

RFP Description: Contract Waste Hauler Services for the Collection and Disposal of Residential Solid Waste

Date: September 8, 2020

RFP Deadline: 9:00 A.M., local time, Monday, September 21, 2020.

**I. General Information:**

The Board of Supervisors of Greene County, Mississippi (the “County”) is soliciting sealed written proposals, pursuant to Miss. Code Ann. § 31-7-13(r) (Supp. 2003) (the “Act”) to furnish all labor, materials, work and services (cumulatively, the “Contract Waste Hauler Services” or the “Services”) for the collection and disposal of Residential Solid Waste, within the current unincorporated limits of the County as described in the specifications (the “Specifications”).

**II. General Instructions:**

1. Preparation of Proposals. Proposals shall be typewritten or printed in ink and only on the forms provided. Proposals must be submitted in a sealed envelope. The person signing the proposal shall initial all corrections or erasures. Each entity or person submitting a proposal pursuant to this RFP shall be referred to as a “Proposer” or “Respondent”. A proposal may not be modified, withdrawn or canceled by the Proposer for a period of one hundred twenty- (120) days following the date and time designated for receipt of proposals.

Respondents should submit one (1) original. The original must be clearly marked and must contain the original signatures on all proposal forms. All proposal forms must be submitted in a sealed envelope, addressed in conformance with the requirements of Paragraph 5 below, to:

 Greene County Board of Supervisors

ATTN: Purchase Clerk

 401 Greene Avenue

Leakesville, MS 39451

2. Vehicles and Equipment Schedule. The Proposer shall prepare and submit with its proposal a vehicle and equipment schedule. The schedule shall describe all equipment to be utilized by the Proposer to fulfill the responsibilities related to the proposed Services. For each item, the year, model, make, number and description will be provided. The schedule will be subject to approval by the County, will be part of the final evaluation of proposals and will be strictly adhered to by the Proposer if its proposal is accepted. The Proposer may revise this schedule as conditions dictate subject to approval by the County.

Proposers are advised that pursuant to the General Provisions, the County may demand an increase in the number of vehicles and/or equipment necessary to fulfill the operations required under the contract and may collect liquidated damages for a failure to follow this requirement.

3. Schedule of Operations. The Proposer shall prepare and submit with its proposal an operations schedule. This schedule shall show how Solid Waste will be collected. The schedule will be consistent with the specifications contained herein. The schedule will be subject to the approval of the County and will be part of the final evaluation of proposals and will be strictly adhered to by the Proposer if its proposal is accepted. The Proposer may revise this schedule as conditions dictate, subject to approval by the County.

 4. Acceptance and Rejection of Proposals; Award of Contract. It is understood that the County reserves the right to reject any and all proposals, and to waive informalities in proposals, and to select the proposal or proposals that, in the opinion of the County shall be the most qualified proposal, on the basis of price, financial responsibility, technology, legal responsibilities and other relevant factors. The County reserves the right to award an overall contract based upon all proposals submitted or separately award each proposal considered. In accordance with the Act, after selection of the most qualified proposal or proposals, the County may negotiate and enter contracts; such contracts may not necessarily be limited to the terms of the proposals submitted. If the County deems none of the proposals to be qualified or otherwise acceptable, the request for proposal process may be reinitiated.

No work shall commence, nor shall any payments be made, until the successful Proposer has entered into a contract in writing with the County for the provision of the Contract Waste Hauler Services, and the vendor has provided adequate proof of bonding and insurance in the amounts specified in this RFP.

No telephonic, telegraphic or facsimile proposals will be accepted. Proposals received after the date and time listed for receipt will be returned unopened to the Proposer.

All information submitted in response to this Request for Proposals will be considered public information after all proposals are opened on the appointed date and time.

5. Marking of Proposals. Proposals must be clearly identified as such on the front of the sealed envelope in which the proposal is submitted, and the words “Proposal for Contract Waste Hauler Services” should be clearly written on the front of the envelope. Responsibility for timely submittal lies solely with the Proposer. Proposals submitted after 9:00 a.m. September 21, 2020 will not be opened or considered.

6. Nondiscrimination. Minority businesses will be afforded full opportunity to submit proposals in response to this request, and the County will not discriminate against minorities on any grounds.

7. Interpretation of Contract Documents. Should any Proposer find any discrepancies, or omissions from, the Specifications or in any other proposed contract documents, or should the Proposer be in doubt as to their meaning, he should at once notify and obtain an interpretation or clarification from the Purchase Clerk. Every request for an interpretation and/or clarification, whether relating to Specifications or requirements, shall be made in writing and addressed to the Purchase Clerk. Written questions may be submitted by email. The deadline for asking interpretations, clarifications or questions shall be 12:00 P.M. Thursday, September 17, 2020. All responses to such will be given to the Proposers in writing no later then 5:00 P.M., local, on Friday, September 18, 2020. Any interpretation or clarification given in accordance with such request and pursuant to this provision shall be made only by the Purchase Clerk, with the advice of the Board of Supervisors and the County Attorney, and shall be in writing, with copies forwarded to all parties requesting bid specifications. No oral interpretation, instruction or information given by any employee of the County shall be binding. The County reserves the right to officially modify or cancel this RFP after issuance. Such modifications shall be made only by written addendum furnished by the Purchase Clerk, an acknowledgement of which must be submitted with the Respondent’s proposal. The Purchase Clerk may be contacted as follows:

 Lavon Pringle

401 Greene Avenue

Leakesville, MS 39451

Tel. 601-394-2394

E-mail: pringle@greenecountyms.gov

8. Local Conditions Affecting Work. Before submitting any proposal, the Proposer should (a) inspect the area of the proposed work within the jurisdiction of the County for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided. Each Proposer should become familiar with traffic congestion, type of housing, population density, collection procedures required, labor, and all other conditions and factors, local and otherwise, that would affect performance of the work proposed at the prices proposed. Such considerations should include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transporting, handling and storing of materials and equipment. Normal development and/or redevelopment in the County must also be considered. All such factors must be properly investigated and considered in the preparation of a proposal. No subsequent financial adjustment will be allowed for lack of such prior information. Each Proposer should also be prepared to respond to the Request for Proposals for alternative services.

9. Time of Completion. The contract period shall begin at a date mutually agreeable to the parties and shall end September 30, 2021, provided, however, the contract period may be extended for up to one (1) additional 2 year term at the mutual agreement of the County and Contractor. The County shall notify the Contractor in writing of its election to extend the term of the contract period not later than June 30, 2021.

10. Proposal/Bid Securities; Performance Bond. All Proposers are required to submit a Proposal/Bid Security made payable to the County in the amount of $25,000.00 with the proposal. Such Proposal/Bid Bond may be in the form of a certified or cashier’s check drawn on a national or Mississippi bank or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County. Such Proposal/Bid Bond shall remain valid for a minimum of one hundred twenty- (120) days from the RFP Deadline. Such Proposal/Bid Security shall be forfeited if the Proposer fails to comply with any of the three Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP or
2. Required to deliver a performance bond as required by the RFP.

 The successful Proposer shall furnish within ten (10) days after notice of award a fully executed contract in the form attached hereto and a Performance Bond in the estimated annual fee for the proposals awarded. The performance bond shall meet the requirements set forth in the General Provisions and will serve as security for the faithful performance of the contract. The surety for the bid bond and the performance bond must be a reputable surety company satisfactory to the County and must be authorized to do business in the State of Mississippi. Consent of Surety from the bonding company shall be submitted with the proposal.

11. Disposal Site. The Proposer shall dispose of all Residential Waste at the Federal and State approved Subtitle D Landfill. The Proposer shall dispose of all Rubbish and Bulky Waste as described in the applicable scope of services section in the Contract Documents.

GREENE COUNTY, MISSISSIPPI

REQUEST FOR PROPOSALS (“RFP”)

CONTRACT FOR WASTE HAULER SERVICES

FOR COLLECTION AND DISPOSAL OF RESIDENTIAL

WASTE, RUBBISH AND BULKY WASTE

###### GENERAL PROVISIONS AND SPECIFICATIONS

1. **DEFINITIONS.**

For convenience of reference, the following shall constitute a glossary of terms which when capitalized in the Contract Documents shall have the meaning set forth in this section as follows:

**“Act”** means Miss. Code Ann. § 31-7-13(r), which states in pertinent part, “Before entering into any contract for garbage collection or disposal contract for solid waste collection or disposal or contract for sewage collection or disposal which involves an expenditure of more than Fifty Thousand Dollars ($50,000.00) a governing authority or agency shall issue publicly a request for proposals concerning the specifications for such services which shall be advertised for in the same manner as provided in this section for seeking bids for purchases which involve an expenditure of more than Ten Thousand Dollars ($10,000.00). Any request for proposals when issued shall contain terms and conditions relating to price financial responsibility technology legal responsibilities and other relevant factors as are determined by the governing authority or agency to be appropriate for inclusion; all factors determined relevant by the governing authority or agency or required by this paragraph (r) shall be duly included in the advertisement to elicit proposals. After responses to the request for proposals have been duly received the governing authority or agency shall select the most qualified proposal or proposals on the basis of price technology and other relevant factors and from such proposals but not limited to the terms thereof negotiate and enter contracts with one or more of the persons or firms submitting proposals. If the governing authority or agency deems none of the proposals to be qualified or otherwise acceptable the request for proposals process may be reinitiated.

**“Bag”** means plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top, with the total weight (including contents) not to exceed 60 pounds.

 **“Bulky Waste - de-engergized”** means refrigerators and air conditioning units that are de-engergized of chlorofluorocarbons (CFCs); water tanks, stoves, washing machines, clothes dryers, other white goods and household appliances with appropriate items properly tagged certifying that such items are de-energized of CFCs.

**“Bulky Waste - engergized”** means refrigerators and air conditioning units that are **NOT** de-engergized of chlorofluorocarbons (CFCs); water tanks, stoves, washing machines, clothes dryers, other white goods and household appliances.

**“Bundle”** means tree, shrub and brush trimmings or newspapers and magazines not exceeding five (5) feet in length or 60 pounds in weight.

**“Cart”** means sixty-five- (65) to ninety-six- (96) gallon injection molded HDPE or similar construction residential garbage container with tight fitting lids and wheels. Such container shall be supplied, delivered and maintained in proper working condition by Contractor. Such containers shall be identified with Contractor’s name and local telephone number.

**“County”** shall mean Greene County, Mississippi.

**“Commercial Unit”** means a commercial or business enterprise within the unincorporated areas of the County occupied by a person or group of persons. A Commercial Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Condominiums or multiple, connected units of over four (4) units must contract directly for Solid Waste disposal services.

**“Commercial Waste”** shall mean any and all Solid Waste generated by a Commercial Unit, and specifically excludes Unacceptable and Residential Waste as defined herein.

**“Construction Debris”** means waste building materials resulting from construction, remodeling, repair or demolition operations performed by the homeowner and not a contractor at a Residential Unit.

**“Container”** means a receptacle with a capacity not in excess of thirty-five (35) gallons made of plastic, metal, fiberglass or other substantial matter, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60 pounds.

**“Contract”** means and includes the Advertisement for Request for Proposals, Specifications, the executed Contract form with all required attachments, Proposal Form and information submitted therewith, any addenda or changes to the foregoing documents agreed to in writing by the County and the Contractor, the resolution of the County authorizing the Services, the performance bond and the insurance certificate.

**“Contractor”** means the person or entity performing the Services under the Contract with the County.

**“CPI”** means the Consumer Price Index for Urban Wage Earners for All Items – U.S. Southern Cities average for populations of less than 50,000 (published by the Bureau of Labor Statistics, U.S. Department of Labor).

**“Dead Animals”** means animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human consumption.

**“Disposal Site”** shall mean a State Approved Landfill or such other solid waste depository, including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals to receive Solid Waste for processing or final disposal.

 **“Garbage”** means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, including wastes from markets, storage facilities, handling and sale of produce and other food products, and excepting such materials that may be serviced by garbage grinders and handled as household sewage.

**“Hazardous Wastes”** means any waste or combination of waste of a solid, liquid, contained gaseous, or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics, may (i) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or (ii) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed which are listed by the Environmental Protection Agency as hazardous wastes which exceed the threshold limits set forth in the Environmental Protection Agency regulations for classifying hazardous waste. Such wastes include, but are not limited to, those wastes which are toxic, corrosive, flammable, irritants, strong sensitizers, or which generate pressure through decomposition, heat or other means. Such wastes do not include those radioactive materials regulated pursuant to the Mississippi Radiation Protection Law of 1976, appearing in Section 45-14-1 et seq.

**“Industrial Waste”** means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by‑products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste or Rubbish.

**“Infectious Medical Waste”** means solid or liquid wastes, which may contain pathogens with sufficient virulence and quantity such that exposure to the waste by a susceptible host has been proven to result in an infectious disease. Such waste may include, but is not limited to, cultures and stocks of infectious agents; blood and blood products; pathological wastes; contaminated carcasses, body parts and bedding of animals exposed to pathogens or medical research; all discarded sharps (e.g. hypodermic needles, syringes, Pasteur pipettes, broken glass and scalpel blades); and, other wastes determined infectious by the generator or so classified by the State Department of Health.

**“Liquid Waste”** means any waste material that is determined to contain “free liquids” as defined by Method 9095 (Paint Filter Liquids Test) as described in “Test Methods for Evaluating Solid Wastes. Physical/Chemical Methods” (EPA publication number SW-846).

**“Medical Waste”** means all waste generated in direct patient care or in diagnostic or research areas that is non-infectious but aesthetically repugnant if found in the environment.

**“MDEQ”** means the Mississippi Department of Environmental Quality or any successor or assign.

**“Nonputrescible”** means not being putrid, rotten or odorous, such as limbs, leaves, pine straw, etc.

**“Person”** shall mean every natural person, firm, partnership, association or corporation.

**“Putrescible Wastes”** means solid wastes, which are capable of being decomposed by microorganisms with sufficient rapidity to cause nuisances from odors or gases.

**“Recyclables”** means the following materials: newspaper, glass bottles and containers, aluminum, plastic milk jugs and plastic soda bottles. The Director may add or remove items from the list of Recyclables from time to time with the approval of the Contractor, such approval not to be unreasonably withheld.

**“Refuse”** is a comprehensive term meaning something rejected or discarded as worthless or useless including, but not limited to, packaging, paper, rags, cartons, wood, rubber, plastics, glass, crockery, metal cans and other similar discarded household materials excluding Unacceptable Waste.

**“Residential Unit”** means either (a) a conventional single-family detached dwelling or mobile home, or (b) a multi-family residential complex (condominiums, or apartments) with six (6) or fewer units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

**“Residential Waste”** means Garbage and Refuse generated at a Residential Unit.

**“Rubbish”** means Yard Waste, Construction Debris and other non-putrescible solid wastes (excluding ashes) including, but not limited to, cartons, wood, furniture and similar material.

**“Solid Waste”** means any and all Residential Waste and Rubbish excluding Unacceptable Waste.

**“Stable Matter”** means all manure and other waste matter normally accumulated in or about a stable, or an animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

**“State Approved Landfill”** means a solid waste landfill that meets all applicable federal and state environmental requirements and regulations including but not limited to the Subtitle D regulations promulgated by the United States Environmental Protection Agency.

**“Unacceptable Waste”** means such Hazardous, Infectious, Liquid, Medical Waste or other solid or liquid waste specifically prohibited for disposal at a State Approved Landfill by MDEQ or any other regulatory agency having jurisdiction over such landfill, in accordance with applicable law.

**“Yard Waste”** means all yard waste resulting from yard maintenance and consisting of wood products, tree trimmings, dead plants, dead trees or branches thereof, or other similar materials having a length not longer than five (5) feet or a diameter not greater than eight (8) inches and not weighing more than 60 pounds, as well as all weeds

IV. SCOPE OF SERVICES

(1) Solid Waste Collection. The Contractor shall remove Solid Waste according to the Proposals or Alternate Proposals and Options selected by the County from all Residential Units located within the County in full accordance with the Contract Documents.

 (a) *BASE PROPOSAL - ONCE PER WEEK COLLECTION OF RESIDENTIAL WASTE*. The Contractor shall provide curbside collection and disposal of Residential Waste from Residential Units once weekly on regular days to be designated by the Contractor and approved by the County with all such Residential Waste disposed of at the Subtitle D Landfill. All Residential Waste must be in Bags or Containers placed within five (5) feet of the road in front of the Residential Unit. The Contractor may not collect or dispose any Solid Waste on Saturday or Sunday unless otherwise approved by the County.

 (b) *Special County wide Clean Up*. The Contractor shall participate in a special County wide clean up (“Clean Up”) once each year at no additional expense to the County or Residential Units. The Contractor shall be given advance notice of the date and duration of the Clean Up, which will have a maximum duration of not more than two (2) weeks. During such Clean up the Contractor shall commit additional equipment and labor to collect unusually large items and large volumes of Solid Waste. The Contractor shall provide at locations selected by the Director up to four (4) open top roll-off containers for citizen drop-off areas. The Contractor shall be responsible for the collection and disposal of all Solid Waste placed at such drop-off locations during the County wide Clean up. The Contractor shall be required to provide proper Customer Notification for the County wide Clean Up. The Contractor shall include any cost for such Clean up in its price for Rubbish Collection on Schedule 1.

 (c) As an **Alternate Bulky Waste Collection**, the Contractor shall provide curbside collection and disposal of **Bulky Waste – de-energized** once weekly on regular days to be designated by the Contractor and approved by the Mayor and Board of Aldermen. All **Bulky Waste – de-energized** must be in placed within five (5) feet of the curb in front of the Residential Unit. Contractor shall collect and dispose of such waste along with other Solid Waste.

 (d) *Pricing*. The Proposer shall specify on the Proposal Form the price for providing the Solid Waste collection and disposal services to the Residential Units. The prices set forth on the Proposal Form shall be guaranteed to be all-inclusive. Prices shall include all profit and cost, including but not limited to, rent, labor, depreciation, postage, fuel, fuel surcharges, tires, taxes, overhead, administration, corporate overhead, fines, penalties, assessments, premiums, fees, permits, franchise fees, container costs, and disposal costs. The prices shall be subject to adjustment only in accordance with the provisions of the Contract.

**DISPOSAL.**

The Proposer must dispose of all solid waste in accordance with applicable federal, state and local laws and regulations. The Proposer shall be responsible for all costs of disposal including, but not limited to, transfer and transfer station fees, if applicable. .

**CUSTOMER NOTIFICATION.**

The Contractor shall provide at no additional expense to the County proper notification to Residential Units regarding its schedule of operations, emergency operations, County wide cleanups and contract implementation plans. The Contractor shall submit for approval to the County all such advertisements and direct mail notification prior to its use. Such Customer Notification shall mean the use of advertisements in local media (news and radio) and, when requested by the Board of Supervisors, direct mail notification. Such Customer Notification shall begin at least two weeks prior to any event and shall continue throughout the last day of such event. The Contractor shall agree to have all of its trucks, containers, and correspondence (including invoices) prominently identified with its company name and local telephone number for customers to call for service.

**HOLIDAYS.**

The Contractor shall honor the following holidays: New Years Day, the Fourth of July, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor shall be responsible for proper Customer Notification of any changes in collection schedules due to the observance of the above holidays. The occasion of a Holiday shall not excuse the Contractor from twice per week collections as required under the applicable scope of service.

**MISSED COLLECTIONS.**

The Contractor shall be required to make up any missed collections regardless of the cause. Such causes include, but are not limited to, holidays, inaccessible accounts (blocked by automobiles, street construction etc), weather emergencies and equipment problems of the Contractor.

**ESTIMATES.**

Any estimated quantities or other documents provided by the County, the RFP Agent or listed herein are solely for the purposes of comparison and evaluation of proposals. Before submitting any proposal, the Proposer shall (a) inspect the area of the proposed work within the unincorporated limits of the County for Services, and (b) arrive at a clear understanding of the conditions under which the Services are to be provided.

**GENERAL REQUIREMENTS AND CONDITIONS.**

(1) The Contractor shall publicize the Contractor’s local or toll free telephone number. An attendant shall answer telephone calls between the hours of 8:00 A.M. and 5:00 P.M. on all regularly scheduled collection days, excluding permitted holidays. The telephone line shall be equipped with a message machine during hours in which the office is closed.

(2) The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract, and shall advise the County of such person or persons in advance and when any changes occur. The complaints shall be resolved within twenty-four (24) hours thereafter. The Contractor shall complete a complaint form substantially in the form attached hereto in Appendix 1 and a complaint log. The Contractor shall submit the following information to the County Clerk on a weekly basis relative to the resolution of complaints:

 (a) Date complaint received

 (b) Name and address of complaint

 (c) Nature of complaint

 (d) Date complaint resolved

 (e) How the complaint was resolved

(3) All persons employed by the Contractor shall be competent, skilled and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall inform the County of all employee-training programs related to customer relations and service.

(4) At no time shall the Contractor’s employees solicit, request or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties. Any employee of the Contractor that engages in misconduct or is incompetent or negligent in the proper performance of his or her duties or is dishonest, disorderly, intoxicated or discourteous shall be removed from providing any of the Services within the County. The County may request the reassignment of any employee of the Contractor who violated the provisions of this Contract, or who is determined to be wantonly negligent or discourteous in the performance of his or her duties while working for the Contractor within the County.

(5) Adverse weather (not in the nature of a Force Majeure) shall not be considered reason for not providing the Services unless approved by the County Manager.

(6) The Contractor shall not commence collection in residential areas of the County prior to 6:00 A.M. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Collection of Solid Waste shall be completed by 6:00 P.M. The Board of Supervisors when necessitated by the emergency provision of this Contract may approve changes in the 6:00 A.M to 6:00 P.M. collection schedule. The Board of Supervisors may also approve collection schedule changes resulting from clean up campaigns, special events or other events or special conditions that require the collection of unusual volumes of Solid Waste. The Contractor must notify the Board of Supervisors at least seven (7) days in advance of a requested schedule change for those items that could reasonably be anticipated by the Contractor.

(7) The Contractor shall pick-up all blown, littered and broken material occurring at the point of collection resulting from its collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled material from the County roads. The Contractor shall exercise due care in the handling of all Containers.

(8) The Contractor shall not enter into any subcontracts, leases or agreements pertaining to the provision of the Services without the written consent of the County. The Contract may not be assigned, in whole or in part, in any way without the prior written consent of the County.

**PRICE ADJUSTMENTS.**

 (a) *Adjustment of Collection Cost*. On June 30, 2021, and on each June 30 thereafter, the Contractor may adjust the Collection Cost based upon any increase or decrease in the costs of living as provided below. The Collection Charge shall be adjusted annually by the net changes in the CPI issued most recent to the year of the request and the prior year’s CPI. Adjustments to the Collection Cost will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. Any adjustment to the Monthly Service Fee shall be limited to 100% of the change in CPI with a cap of 5% per year.

The index for the month of June of the calendar year preceding the then current calendar year shall be the base number (the “Base Index”) and the corresponding index number for the month of June for the current calendar year shall be the current number (the “Current Index”). Ninety percent (90%) of the percentage of any increase or decrease in the Current Index over the Base Index shall be multiplied by the unit price for the immediately preceding contract year. The product shall be the amount of increase or decrease for the new contract year. The recalculated price shall be effective as of the anniversary of the next period after the County receives written notice of the recalculation. A change may be made only once in any twelve-month period. The County may give notice of a decrease in the same manner as the Contractor may give notice of an increase. No mid-year adjustments will be made except to correct errors. If an error is found, the quantity adjustments will be effective from the date when both parties agree upon the adjustment.

(b) *Allowance for Change in Tipping Fee*. On June 30, 2021, and on each June 30 thereafter, the Contractor may adjust the Tipping Fee based upon any increase or decrease in the costs of living as provided below. The Tipping Fee shall be adjusted annually by the net changes in the CPI issued most recent to the year of the request and the prior year’s CPI. Adjustments to the Tipping Fee will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. No change will be made for charges imposed on the Contractor or against the disposal site for remediation or correction of problems or events at the disposal site.

 (c) *General Procedures for Price Increases*. The Collection Cost and the Tipping Fee payable by the County to the Contractor may be adjusted not more frequently than annually on the anniversary date of the Contract. A written accounting on which describes the increased or decreased expenses must be submitted for approval a minimum of one hundred twenty (120) days prior to October 1st of any contract year. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the County and such approval shall not be withheld or delayed unreasonably or contrary to the terms of the Contract. The initial rate shall take effect on the Commencement Date and rate adjustments for succeeding years shall take effect on each successive October 1st. The initial adjustments shall pick up the changes after October 1, 2021 and each October 1st thereafter. Monthly payments due by the County to the Contractor shall be adjusted to compensate for such annual rate increases or decreases.

(d) *Additional Adjustments*. In addition to the price adjustments set forth above, the Contractor’s compensation shall be increased or decreased to offset any increased or decreased costs associated with a change in haul distance if an alternative Disposal Site is designated by the County pursuant to the terms of this Contract. In addition, in the event (i) the Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection of contracted materials, or (ii) the cost of rendering the Services is increased or decreased due to changes in applicable state, local or federal law, the amount of such tax, fee, surcharge or increased or decreased cost may be offset by adjustment to the rates paid the Contractor pursuant to this Contractor subject to the approval of the County, such approval not to be unreasonably withheld. The Contractor shall present to the County appropriate documentation of such tax, surcharge or increased or decreased cost.

**TITLE TO WASTE.**

The Contractor shall acquire title to the Solid Waste when it is loaded into the Contractor’s truck. Title to and liability for any Hazardous Waste or Unacceptable Waste shall remain with the generator generating the Unacceptable Waste.

**LICENSES.**

It shall be the Contractor’s responsibility to secure all licenses and permits that may be required by federal and state laws or local ordinances for providing and completing the Services. The Contractor must show evidence that it is qualified and licensed to do business in the State of Mississippi.

**METHOD OF EVALUATION.**

The Purchase Clerk, County Attorney along with other County employees, will evaluate all responsive proposals. A proposal is deemed responsive when it complies with all proposal submission requirements and the Proposer agrees to perform all services requested in the RFP. The County reserves the right to determine whether a proposal is responsive and to waive any technicalities or requirements contained therein. The County shall make all final decisions. The County will compare the proposals as finally negotiated on the basis of the prices listed on the Proposal Form, and will reserve the option to award a contract which will result in the lowest and best cost (or greatest benefit) to and provide the best and most comprehensive services to and be in the best interests of the County.

Criteria will be used to provide a uniform method of objectively evaluating each proposal, including the ability of the Proposer to furnish the Services required, which elements include, but are not limited to, the following:

(a) Responsiveness to the RFP and these specifications

(b) Cost of Services to the County.

(c) Overall satisfaction of the functional specifications and requirements set forth in these Specifications

(d) Experience of Proposer, personnel qualifications and experience, past performance and quality of service

(e) Demonstrated ability to service local governments of similar size

(g) Schedule of operations, implementation plans, and assistance in changeover

(h) Financial capabilities of Proposer

(i) Ability to provide contingent or alternative Services

1. Availability of equipment and personnel to provide the Services.

The County may award a contract and authorize its execution resulting from this RFP. A contract form acceptable to the County will be tendered to the successful Proposer for its execution. No proposal shall be binding upon the County until the County has executed the contract, as finally negotiated.

**CONTRACT NEGOTIATION.**

The County reserves the right to negotiate a contract which, in the judgment of the County, would best serve the interests of the County, including the right to withdraw from negotiations, the right to limit negotiations to a single Proposer or to otherwise modify the Scope of Services or terms hereof without further notice. The terms and conditions contained herein shall become part of any subsequent contract that is awarded from this RFP. A proposal submitted in response to the RFP shall constitute a binding offer.

# AWARD OF CONTRACT.

(1) In the event that the County makes the decision that it is in the best interests to provide the Services through a contract with a private company, as opposed to offering the Services “in house” or by use of County employees, the County will make an award as soon as practicable to the Proposer whose final negotiated contract represents the lowest and best proposal for the provision of all Services required hereunder, price and other factors considered, provided that the same is reasonable and in the best interests of the County.

(2) Wherever applicable, equalizing elements or factors, whether specifically mentioned herein or discussed in any negotiation process arising hereunder, including, but not limited to, transportation, inspection costs, available start date or any other element or factor in addition to that of price which would affect the total cost to the County, will be taken into consideration in the final comparison of the proposals for the award of a contract. The County may also inquire of other municipalities or counties for which the Proposer has provided such Services (if applicable). The County may also request such other information as will tend to show the Proposer's ability to provide the required services.

(3) The successful Proposer finally awarded the contract will be considered a contractor of the County.

**INSURANCE.**

Insurance coverage specified herein shall be the minimum requirements. These requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain, at its sole cost and expense, any additional types and limits of insurance coverage as the Contractor may, in its sole judgment, deem necessary or proper.

In all insurance policies, the County shall be named as an additional insured, at no cost to the County. The insurance will also contain cancellation provisions requiring that a minimum of thirty- (30) days prior written notice be given to the County before any cancellation. Standard form ACORD language stating that the insurer “will endeavor to give…” such notice is not acceptable. The ACORD certificate must require the insurer to give the County at least thirty- (30) days prior written notice prior to any cancellation or alteration. The Contractor must deliver certificates of insurance to the County prior to commencing any work under the Contract. The Contractor shall provide to the County annually updated certificates of insurance evidencing the coverages required by this Contract. All policies of insurance must be issued by companies satisfactory to the County and must be fully licensed to provide insurance in the State of Mississippi.

 The Contractor shall secure and maintain throughout the term of the Contract the following coverages:

 (a) Comprehensive Public Liability and Property Damage Insurance covering all of the Contractor’s operation in connection with the performance of this Contract in amounts for comprehensive general liability including bodily injury and property damage with limits of not less $1,000,000 per occurrence with an aggregate limit of $3,000,000 for all damages arising during the policy year.

 (b) Automobile public liability insurance in the amount of not less than $3,000,000 for one accident; and automobile property damage insurance in the amount of not less than $1,500,000 for one accident for claims arising from the use of (i) the Contractor’s own automobiles and trucks; (ii) hired automobiles and trucks; and (iii) automobiles and trucks owned by subcontractors.

 (c) Employer’s Liability Insurance in the amount of not less than $1,000,000.

 (d) Worker’s compensation insurance for all employees in accordance with the laws of the State of Mississippi.

 (e) Excess umbrella liability insurance in the amount of $5,000,000 per occurrence.

**SCHEDULE OF OPERATIONS, EQUIPMENT AND PERSONNEL.**

 The Contractor shall provide adequate and sufficient garages, shops and yards to provide all weather year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the Proposer shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair and appearance, and subject to approval or rejection by the County at any time. Inspection of such vehicles, equipment and facilities by the County creates no rights to third parties or any obligation on the County for the condition, safety or use of the Contractor’s vehicles, equipment or facilities or subsequent damage or injury resulting therefrom. Employees driving the Contractor’s vehicles shall have a valid operator’s license issued by the State of Mississippi and shall meet all federal requirements concerning commercial licensing. The Contractor shall not use the County name or other words implying governmental ownership on stationery equipment, vehicles or equipment.

 All vehicles and equipment used in collection and transportation of Solid Waste or Recyclables within the County shall be of sufficient size, capacity and number to adequately and efficiently collect the Solid Waste and Recyclables in accordance with the terms of this Contract.

 The Board of Supervisors shall have authority at any time to request the Contractor increase the number of vehicles and/or pieces of equipment if, in its judgment, such an increase is necessary for fulfillment of the Contract. Upon receipt of the request, the Contractor and the County shall determine if the Contract may be fulfilled by other means or if additional equipment is necessary. The Contractor shall then have the opportunity to correct the problem in the manner it deems most suitable. After thirty (30) days from the date of the request, if the Purchase Clerk determines the problems continue, the Purchase Clerk can require in writing the Contractor increase the number of vehicles and/or pieces of equipment used in providing the Services. If the Contractor fails to comply with such requirement within ten (10) days of receipt of such requirement from the Purchase Clerk, such failure shall constitute a breach of the Contract and the Contractor shall forfeit, in the form of liquidated damages, the sum of $1,000.00 per vehicle or piece of equipment per day that the Contractor fails to comply. The County may deduct these liquidated damages from monthly payments due the Contractor from the County for the Services.

**LIQUIDATED DAMAGES.**

 The Board of Supervisors shall notify the Contractor for each violation of the Contract reported to the County. It shall be the duty of the Contractor to take proper action to promptly remedy the violation. Failure to remedy the violation within the specified time period shall constitute a breach of this Contract and for the purpose of computing damages, it is agreed that the County shall have the right to deduct from payments due the Contractor, the following amounts as liquidated damages:

* Failure to increase number of vehicles as required pursuant to the terms of the Contract: **. . . . .** $1,000.00 per day for each vehicle or piece of equipment identified and not provided within the specified time
* Failure to clean up spilled refuse: **. . . . .** $25.00 for each occurrence
* Failure to clean vehicles, containers, docks, yards, shops and other equipment as required pursuant to the terms of the Contract: **. . . . .** $50.00 for each occurrence
* Failure to collect Solid Waste within 24 hours after notification of missed collection: **. . . . .** $25.00 for each missed collection
* Failure to comply with Contract requirements to maintain vehicles in operable condition and acceptable appearance after inspection and notification: **. . . . .** $25.00 for each violation.

The County reserves the right to collect from the Contractor and/or its surety under the performance bond the actual damages incurred by the County as a result of a default in performance by the Contractor or an abandonment of the Contract by the Contractor.

**BID SECURITY AND PERFORMANCE BONDS**

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save the County harmless for any and all damages, either directly or indirectly, arising out of any failure to perform the same, within ten (10) days of a fully executed contract, the Contractor shall furnish and maintain a performance bond in an amount equal to the estimated annual fee for the Contract. The performance bond shall be on forms approved by the County and shall be renewed annually (with appropriate adjustment). A copy of the performance bond shall be provided to the County prior to the renewal date.

All Proposers are required to submit a Proposal/Bid Security made payable to the County in the amount of $25,000.00 with the proposal. Such Proposal/Bid Bond may be in the form of a certified or cashier’s check drawn on a national or Mississippi bank or in the form of a bid bond by a corporate surety licensed to do business in Mississippi and acceptable to the County. Such Proposal/Bid Bond shall remain valid for a minimum of one hundred twenty- (120) days from the RFP Deadline. Such Proposal/Bid Security shall be forfeited if the Proposer fails to comply with any of the three Proposal Security requirements as follows:

1. Required to enter into a contract awarded to it by the County under this RFP or
2. Required to deliver a performance bond as required by the RFP.

All Proposal/Bid Bonds shall be returned to the Proposers after the County either has a fully executed contract with a selected Proposer or the County ends this RFP process.

All bonds required must be accompanied by a certificate of the surety certifying that the agent who executed the bond was authorized to bind the surety company as of the date of the bond and qualified to do business in the State of Mississippi.

Failure to furnish the above-described bonds shall constitute a breach hereof.

**BASIS AND METHOD OF PAYMENT.**

(1) In consideration for Contractor's performance of the Contract Work as herein contemplated, the County agrees to pay Contractor, in current United States Funds, the monthly sums set forth in the Contract. The Contractor shall be paid on or before the last day of each month for successful work completed and submitted for payment prior to the first day of that month. Payment due the contractor shall be based on the annual fee for the Proposal(s) Awarded. The monthly payment shall be one-twelfth of the annual fee for the Proposal(s) Awarded.

(2) The initial Residential Unit count upon which the monthly payment for the first twelve-month period of this Contract is based is as set forth in the Instructions to Proposer. The Contractor may, at its option, perform a new Residential Unit count to be effective as of successive annual anniversary dates of this Contract. If the Contractor elects to obtain a new count, the Contractor shall give the County thirty (30) days written notice prior to the proposed effective date of the amended count. The County and the Contractor shall jointly conduct the new count of the number of Residential Units served under this Contract. The number of Residential Units mutually agreed upon shall become the revised count for the twelve-month period following the effective date of the new count or, if later, until a revised count is obtained pursuant to this provision.

**TERM.**

The term of this Contract shall begin on a date mutually agreeable by the parties and shall end on September 30, 2021, provided, however, that the County, with mutual consent, extends the term for up to one (1) additional two (2) year term. To exercise this option, the County must give notice to the Contractor not later than June 30, 2021, of its intention to extend the term of the Contract. In no event will the term of the Contract be greater than six (6) years.

**DEFAULT OF THE CONTRACTOR.**

If any material term, condition or covenant of the Contract on the part of the Contractor to be kept or performed shall be violated and if the Contractor shall fail to remove or correct the violation within such period as is reasonably necessary for the Contractor to remove or correct the same after written notice from the County to the Contractor specifying the violation, or if the Contractor shall petition to be or shall be declared bankrupt or insolvent according to law, then and in any of such cases, the Contractor shall be deemed to be in default hereunder and the County may immediately or at any time thereafter, without further notice or demand, enter into a contract with another entity to provide the service rendered by Contractor.

**FORCE MAJEURE.**

The Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to: acts of God, acts of war, riot, flood, hurricane, tornado, ice storm (or similar inclement weather that makes operation of trucks on the roads of the County dangerous) or national defense requirements.

**HOLD HARMLESS AGREEMENT.**

The Contractor hereby indemnifies and agrees to hold the County, the RFP Agent, its agents, employees and elected officials, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, to the extent such claims arise out of or result from any negligent action or inaction, or Contractor's willful misconduct in the performance of the Contract and the delivery of the Services.

In any and all claims against the County or any of its agents, employees, or elected officials, by any employee of the Contractor, any subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of the Contractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts or other types of insurance or compensation coverage.

This indemnity includes, without limitation, reimbursement to the County and any of its agents of all fees and expenses, including attorneys' fees, for responding to and/or defending any claim.

**WARRANTIES.**

(1) The Contractor warrants that all work herein contemplated will be performed and accomplished in accordance with the established and generally accepted standards for quality of workmanship and service of the type covered by the Contract Documents and in accordance with all applicable laws, rules and regulations of local, state and federal authorities or agencies.

(2) Nothing contained in the Contract Documents shall exclude or affect the operation of any implied warranties otherwise arising in favor of the County with respect to the Contract Work or any part thereof.

**SAFETY STANDARDS.**

 The Contractor will be solely and completely responsible for conditions of the equipment and vehicles and operation of same, including safety, health and welfare of all persons and protection of all property during performance of the Contract Work. All vehicles, equipment and facilities used by the Contractor shall be kept and maintained in safe and sanitary condition and good repair. The Contractor shall continuously maintain reasonable protection of all employees, vehicular and pedestrian traffic and the public in general from injury or damage, and shall take all reasonable precautions to protect public and private property from injury or loss. The Contractor shall make good any damage, injury or loss to private property and to the property of the County resulting from the willful or negligent acts of the Contractor in the conduct of the Contract or otherwise. The Contractor shall reasonably protect adjacent private and public property, as required bylaw, the Contract Documents, and good business practices. These requirements will apply continuously and not be limited to normal working hours. With respect to all work performed under this Contract, the Contractor shall:

1. Comply with provisions of Occupational Safety and Health Act (OSHA) and Americans With Disabilities Act (ADA).
2. Comply with applicable health and environmental codes and regulations and exercise reasonable precaution at all times for the prevention of accidents, spills or pollution and the protection of persons (including employees) and property.

**TAXES, PERMITS, FEES, ETC.**

All state, federal and local taxes due or payable during the life of this Contract on materials, services, equipment, supplies or labor used in the Contract shall be paid by the Contractor to the properly authorized person or persons to accept such payments. Permits and licenses necessary for the prosecution of the Contract Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Contract.

**ORAL AGREEMENTS.**

Oral agreements or conversations with any officer, agent, or employee of the County either before or after execution of this Contract shall not affect or modify any of the terms or obligations in any of the documents comprising said Contract.

**NON-DISCRIMINATION.**

In connection with the performance of Work under this Contract, the Contractor and all sub-contractors shall not discriminate against any employee or applicant for employment basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy, sexual harassment and other sexual misconduct including acts of sexual violence such as rape, sexual assault, sexual exploitation and coercion), gender identity and/or expression (including a transgender identity), sexual orientation, military or veteran status,  genetic information,  or any other characteristic protected under applicable federal, state or local law. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising and selection for training, including apprenticeship.

**LIENS.**

The Contractor shall perform the Contract and pay for labor, services, materials, equipment and supplies used by Contractor at all times in such a manner to avoid the imposition, filing or accruing of any right to file any lien on property belonging to the County or being serviced under the Contract. Any such lien or other imposition shall immediately be discharged and satisfied by the Contractor.

**CHANGES IN THE WORK.**

Collection and disposal from future contiguous annexed areas will be paid for at the Monthly Service Fees as set forth in the Proposal of the Agreement. If the Services are so changed as a result of the addition of annexed areas subsequent to execution of the Contract and if the application of the annual fee for the Proposal(s) Awarded shall work a hardship upon either party, there shall be an equitable adjustment of the Contract to be agreed upon by the County and the Contractor to prevent such hardship.

**EMERGENCY OPERATIONS PROCEDURES.**

 (a) *Purpose.* The purpose of this provision is to establish policies and procedures to address events, which result in unusual amounts of trash or storm debris being placed on County roads for collection and disposal.

 (b) *Situation*. The Contract Documents require weekly collection of trash that is properly containerized and placed at the street by the property owner. The volume of trash contemplated for routine collection is that which is customarily generated by a residential property owner. Incidents which result in unusually high volumes of trash being placed at the street for collection simultaneously over a large segment of the County are not addressed in the scope of work set forth in these Contract Documents and Specifications for Solid Waste Collection and Disposal.

Events which would result in an unusually high trash volume include floods, tornadoes, winter/ice storms, and very strong straight-line winds. Collection in a timely manner of large volumes of trash resulting from such events is beyond the scope of work set forth in the Contract Documents.

These Emergency Operations Procedures are intended to prescribe procedures that will be followed in dealing with these types of events in a systematic and timely manner.

 (c) *Procedures.*

 (1) An assessment of the waste volume resulting from the above-described events will be initiated immediately after said event occurs. Employees of the County and route supervisors employed by the Contractor will perform the assessment. The assessment will be completed as expeditiously as possible, but may require a week to complete due to the lag time between the occurrence of such an event and the time at which waste is placed at the street for collection.

(2) Based on the waste volume assessment, a determination will be made as to whether said waste volume exceeds that contemplated in the Contract. The County and the local manager employed by the Contractor shall make this determination.

(3) If the waste volume does not exceed that contemplated in the contract, the Contractor will be directed to proceed with collection using labor and equipment assigned to this Contract.

(4) If the waste volume exceeds that contemplated in the Contract, the County and the Contractor's manager will determine the amount and type of additional equipment, the amount of additional manpower that will be required to collect the waste, and the estimated time to complete the work. A cost estimate for these additional services will be prepared and submitted to the Board of aldermen for approval. The cost estimate shall be based on the schedule of service fees attached hereto. Said service fees shall be adjusted annually pursuant to the Contract Price Adjustment Clause.

(5) The Board of Supervisors will be requested to review and approve the additional services and the cost estimate associated therewith. If necessary, a Special Board Meeting for this purpose may be requested by the Board to expedite the cleanup.

(6) The County may commit available equipment and manpower to assist with the cleanup if the waste volume exceeds that contemplated in the contract.

(7) Collection of waste will be diligently pursued until cleanup is complete. The County may authorize waste collection outside of normal working hours and on weekends to return the County to pre-emergency conditions in a timely manner.

(8) The containerization requirements set forth will be waived as it relates to waste from the events listed in those sections of the County affected by the said event.

(9) The final cost will be determined by the County upon completion of the clean up. An accounting of all costs associated with the effort will be submitted to the Purchase Clerk. The Board of Supervisors will be requested to approve payments due to the contractor for additional services performed.

 (d) *Public Relations.*

(1) Within twenty-four hours after the occurrence of an event as described herein, the public will be advised through the media that an assessment of the waste volume has been initiated and that a plan and timetable for collection of waste will be formulated based on this assessment. The public shall be advised that this information will be provided through the media as soon as the field assessment is completed and the requirements relative to additional labor and equipment are determined.

(2) The Contractor shall provide proper Customer Notification as to the plan and timetable for waste removal. This notification should be made from four to seven days after the event.

(3) The public may be advised in any press release that the County requires tree surgeons and contracted tree-trimming operations to dispose of the waste by transporting it to a State Approved Landfill.

(4) Private utility companies will be requested to transport waste resulting from their cleanup operations to a State Approved Landfill for disposal.

**CONFIDENTIALITY.**

Confidentiality of any proprietary material contained in proposals which may be disclosed during negotiations will be maintained, to the extent and manner provided by Mississippi Law, if so indicated by the Proposer to the County. The County will use all reasonable means to protect the propriety of any information submitted, subject to the provisions of the Mississippi Public Records Law.

**SITUS.**

Any contract executed following negotiations will be interpreted and enforced only under the laws of the State of Mississippi.

GREENE COUNTY MISSISSIPPI

CONTRACT FOR WASTE HAULER SERVICES

FOR COLLECTION AND DISPOSAL OF RESIDENTIAL

 WASTE, RUBBISH AND BULKY WASTE

REQUEST FOR PROPOSALS (“RFP”)

#### PROPOSAL FORM

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2020

Proposal of

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for the following Solid Waste Services:

1. Supplying labor and equipment for collection, transportation and disposal of solid waste to a state approved landfill site as defined in the General Provisions and Contract Documents.

The specifications and contract documents on which this Proposal is based are those contained in the bound contract documents of which this proposal is a part, specifically the Advertisement, Instructions to Proposers, General Provisions and Specifications, Proposal Form and documents submitted therewith, Contract Form and any addenda and required attachments thereto.

To: Greene County Board of Supervisors

 ATTN: Purchase Clerk

401 Greene Avenue

 Leakesville, MS 39451

The following proposal is made on behalf of the undersigned bidder and no others. Evidence of my (our) authority to submit the proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. In accordance with the Contract Documents, this proposal is valid for a minimum period of at least one hundred twenty- (120) days.

I (We), the undersigned proposer(s), certify that I (we), have carefully examined the County map, specifications and special provisions, all contract documents and any and all addenda thereto.

I (We) further certify that I (we) have visited the County and contract areas and have completely informed myself (ourselves) of the type of housing, population, density, traffic congestion, collection procedures required, labor required, County ordinances, and all other factors, local and otherwise, which would affect prosecution and completion of the work covered by this Proposal.

 The following is my (our) proposal for the solid waste services listed above. I (we) understand that the Contract will be subject to liquidated damages according to the General Provisions and Specifications found herein.

In accordance with the requirements of these Contract Documents, I (we) propose to furnish all necessary equipment, labor, tools and other means and will do all work called for by the Contract Documents as follows:

PROPOSAL:

1. **BASE PROPOSAL** Residential Waste Collection – **ONCE PER WEEK:**

Residential Monthly Service Fee (RSF)/Unit/Month = Collection Cost/Unit/Month + Landfill Tipping Fee/Unit/Month

Collection Fee (Residential Waste Collection): $\_\_\_\_\_\_\_\_\_\_/Unit/Month

**ALTERNATE PROPOSAL** Residential Waste Collection – **ONCE PER WEEK:**

Monthly Service Fee for Supply Cart to Residential Units:

 $\_\_\_\_\_\_\_\_\_\_\_/Unit/Month

II. **BASE PROPOSAL** Bulky Waste Collection – ONCE PER WEEK

Monthly Service Fee for **Bulky Waste – de-energized** Collection to Residential Units and Light Commercial Units:

 $\_\_\_\_\_\_\_\_\_\_\_/Unit/Month

In accordance with the General Instructions, **attached as Appendix 2 is my (our) Vehicle and Equipment Schedule and as Appendix 3 my (our) Schedule of Operations.**

I (We) have not made any exceptions or changes to the Contract Documents and have no exceptions other than those listed as follows [***if there are no exceptions, write “None”***]:

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I (We) further propose to execute the Contractor Agreement as shown in these Contract Documents within ten (10) days after the work is awarded to me (us).

I (We) also propose to execute a performance bond in the amount set forth in the Contract Documents. This bond shall serve to guarantee adequate and satisfactory performance on my (our) part of the Services contemplated by the contract to be awarded.

I (We) with this Proposal enclose a Proposal Security in the amount of twenty-five thousand dollars ($25,000.00) and hereby agree that in the case of my (our) failure to comply with the Proposal Security requirements listed in the Contract Documents, the full amount of Proposal Security shall be forfeited to County of Leakesville as liquidated damages arising out of my (our) failure to comply as required.

It is understood that this bid bond or certified check will be held for up to one hundred twenty- (120) days from the due date or until such time that a contract is awarded and fully executed. It is understood that in case I (we) are not awarded the work or execute a contract as proposed, the bid bond or certified check will be returned as stipulated in the Contract Documents.

I (We) acknowledge receipt of the following addenda:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respectfully submitted,

Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### CORPORATE CERTIFICATE

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who signed said contract on behalf of the Contractor was then \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of said corporation; that said contract was duly signed for and behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX 1

GREENE COUNTY, MISSISSIPPI

SOLID WASTE SERVICE COMPLAINT FORM

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Received By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Customer Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Complaint: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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TO BE COMPLETED BY SOLID WASTE CONTRACTOR:

Date Complaint was resolved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Work Performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX 2

GREENE COUTY, MISSISSIPPI

VEHICLE AND EQUIPMENT SCHEDULE

APPENDIX 3

GREENE COUNTY, MISSISSIPPI

SCHEDULE OF OPERATIONS

CONTRACT FORMS

GREENE COUNTY, MISSISSIPPI

SOLID WASTE SERVICES CONTRACT

The Contract forms included in these documents reflect the award of a contract based upon a proposal submitted in accordance with the Contract Documents. Should the County desire to award contracts for some or all of the waste services covered by the RFP, the Contract, while similar, and may be modified accordingly.

GREENE COUNTY, MISSISSIPPI

SOLID WASTE SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Contractor”) and Greene County, Mississippi, (hereinafter referred as “County”).

W I T N E S S E T H

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Advertisement, Instructions to Proposers, General Provisions and Specifications, the Contractor’s proposal, the maps and specifications for solid waste, including any and all general and special provisions, changes and addenda covering the work to be done, and the performance bond, Vehicle and Equipment Schedule and Schedule of Operations attached hereto, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Capitalized terms herein shall have the same meaning as set forth in the General Provisions.

2. That the work to be done and services to be performed, as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this Contract, is the regularly scheduled collection of Solid Waste from all Residential Units within the geographical limits of the area delineated with the County limits and the removal, transportation, and delivery of the same to the Subtitle D Landfill.

3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Board of Supervisors, and in accordance with the laws of the State of Mississippi, and the ordinances of the County. For these Services, the County agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor’s obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of weather (except as otherwise described in the Emergency Operations Procedures section of the General Provisions), and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the annual payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), which shall be paid in monthly installments of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_), subject to all other provisions of this Contract with reference to reductions, damages or penalties arising from the performance or failure to perform of the Contractor. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the County for breach of the terms of this Contract or for damages resulting form the negligence or willful misconduct of the County, its employees, agents and subcontractors. The County shall pay the monthly charge, less any charges in the Liquidated Damages provisions of the General Provisions, to the Contractor on or before the last day of each month for the successful work completed and submitted for payment prior to the first day of that month. The amount paid for each portion of the Services is as outlined on Schedule 1 hereto.

 4. The contract period shall commence on a date mutually agreeable to the parties and end September 30, 2021, provided, however the County, with mutual consent from Contractor, extend the contract period for up to one (1) two (2) year term ending September 30, 2023. The contract price shall be reviewed in June of each contract year in accordance with the price adjustment escalator clause of the Contract Documents, and the contract price shall be established for the next contract year beginning on October 1st. The basis for adjustment in contract price shall be in accordance with the Contract Documents. The County shall notify the Contractor regarding the extension of the contract period no later than June 3, 2021.

 5. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, and the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Occupational Safety and Health Act.

1. The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the County.

8. Attached hereto and made a part of this Contract is a performance bond, executed by a surety company doing business in the State of Mississippi in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The performance bond and any renewal thereof shall remain in force during the entire term of this Contract and any extension thereof.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2020.

 CONTRACTOR:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 GREENE COUNTY, Mississippi

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

##### CORPORATE CERTIFICATE

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certify that I am Secretary or Assistant Secretary of the Corporation named as the Contractor in the foregoing contract; that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who signed said contract on behalf of the Contractor was then \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of said corporation; that said contract was duly signed for and behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENERAL INSTRUCTIONS FOR BONDS**

The form of the bond shall be subject to the acceptance of the County.

**General Instructions for Bonds**

1. The Surety on each bond must be a responsible surety company, which is qualified to do business in Mississippi and is satisfactory to the County.
2. The full name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.
3. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm naming it. All members of the partnership shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under corporate seal as indicated in the form.
6. The official character and authority of the person or persons executing the bond of the principal, if a corporation shall be secretary or assistant secretary. In lieu of such certificate, there may be attached to the bond copies of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the contract in connection with which it is given.